

#### U. S. Department of Justice

#### **Antitrust Division**

Re:
Dear Control of the C
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and subsidiaries in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the
agreement is conditional and depends upon statisfying the conditions set forth below. After all of these conditions are met, the Division will notify that the application has been granted. It is further agreed that disclosures made by counsel for the station of the attorney-client privilege or the work-product privilege. Moreover, consistent with Division policy, the Division agrees that it will not disclose to information obtained from
AGREEMENT

(a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the

ntations: desires to report to the Antitrust Division possible brother conduct violative of the Sherman Act in the

represents to the Antitrust Division

activity; and

that, in connection with the anticompetitive activity being reported, it:

anticompetitive activity being reported").

1. Representations:

- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to the anticompetitive activity being reported;
  - (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
  - (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
  - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division at expense;
  - (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
  - (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
  - (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current and former director, officer or employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to Employees full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information:

- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and prepared represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





## U.S. Department of Justice

Re:	
Dear	
Antitrust D in connectic Sherman A This agreer conditions s agreed that amnesty ap	letter sets forth the terms and conditions of an agreement between the civision of the United States Department of Justice and on with possible or other conduct violative of Section 1 of the act, 15 U.S.C. § 1, in the ment is conditional and depends upon satisfying the et forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further disclosures made by counsel for in furtherance of the plication will not constitute a waiver of the attorney-client privilege or the ct privilege.
	AGREEMENT
report to the of the Sher anticompeti	Representations:  affiliates) desires to or other conduct violative ("the tive activity being reported").  represents to the vision that, in connection with the anticompetitive activity being reported, it:
<b>(a)</b>	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
<b>(b)</b>	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
by	recognizes that the Antitrust Division has had only a limited to investigate, and is currently unable to verify the representations made in this letter, including paragraph 1(b) above, and must further to determine the accuracy of those representations.

recognizes that if the Antitrust Division determines, in the course of its investigation, that any of representations, including paragraph 1(b) above, are contradicted by the evidence, the Antitrust Division will revoke this grant of conditional amnesty to (See paragraph 3 below.)

- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
  - (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
  - (c) using its best efforts to secure the ongoing, full, and truthful cooperation of the current directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to the anticompetitive activity being reported;
  - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division:
  - (e) using its best effort to ensure that current and former directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
  - (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
  - (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993

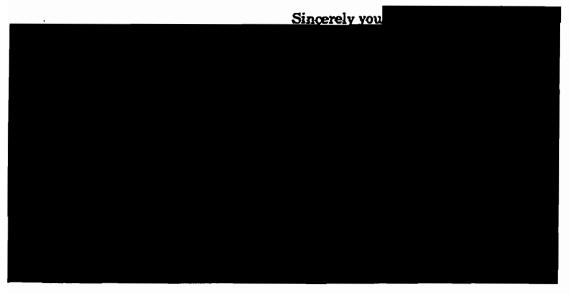
(attached). Pursuant to that policy, the Antitrust Division agrees not to bring any
criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity
committed prior to the date of this letter in connection with the anticompetitive activity
being reported. The commitments in this paragraph are binding only upon the
Antitrust Division, although, upon request of the Antitrust Division
will bring this Agreement to the attention of other prosecuting offices or administrative
agencies. If the Antitrust Division at any time determines that the Antitrust Division may violated this Agreement, this Agreement shall be void, and the Antitrust Division may
revoke the conditional acceptance of
Program. Should the Antitrust Division revoke the conditional acceptance of
into the Corporate Leniency Program, the Antitrust Division may
thereafter initiate a criminal prosecution against without
limitation.
Should such a prosecution be initiated, any documentary or other information
provided by a second as well as any statements or other information
provided by any current director, officer or employee of
Antitrust Division pursuant to this Agreement, may be used against
in any such prosecution.
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- 4. Non-Prosecution Protection for Corporate Directors, Officers and Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information:
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and

(e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of the action of all to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and an antitrust Division and antitrust Division and an antitrust Division and an antitrust Division and antitrust Division and an antitrust Division and an antitrust Division and antitrust Division and an antitrust Division and a
- 6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

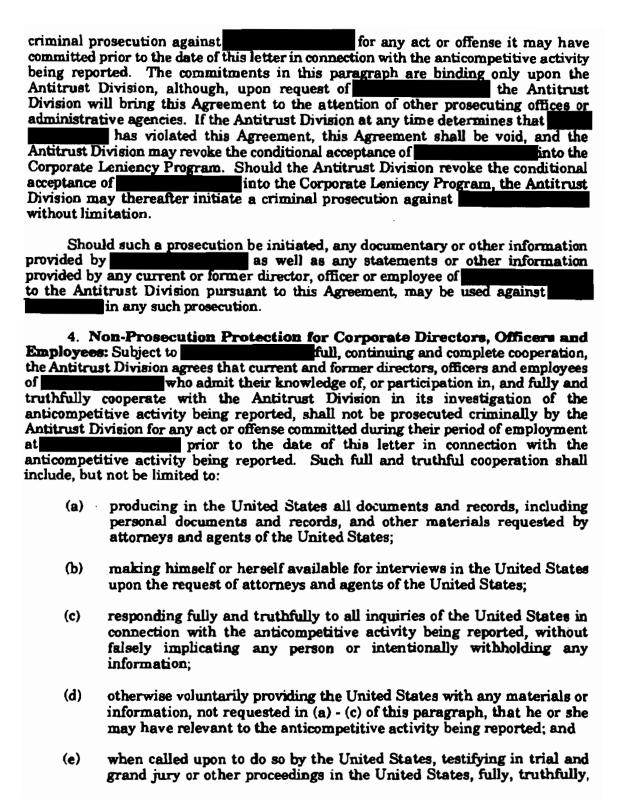




## U.S. Department of Justice

Re:
Dear
This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and in connection with possible or other conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the This agreement is conditional and depends upon conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.
AGREEMENT
1. Representations:  Division possible prother conduct violative of the Sherman Act in the conduct violative activity being reported.  The represents to the Antitrust Division that, in connection with the anticompetitive activity being reported, it:
<ul> <li>(a) took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and</li> </ul>
(b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
recognizes that the Antitrust Division has had only a limited opportunity to investigate, and is currently unable to verify, the representations made by in this letter, including paragraph 1(b) above, and must investigate further to determine the accuracy of those representations.

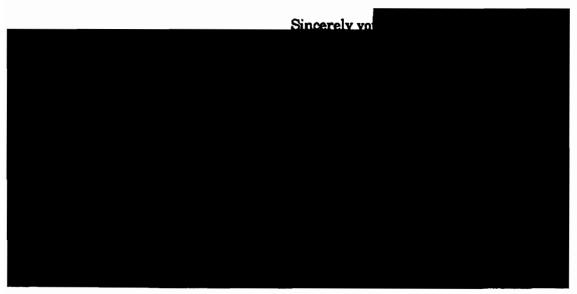
1(b) above	recognizes that if the Antitrust Division determines, in the course of its on, that any of representations, including paragraph, are contradicted by the evidence, the Antitrust Division will revoke this inditional amnesty to (See paragraph 3 below.)
complete c	Cooperation: agrees to provide full, continuing and coperation to the Antitrust Division in connection with the activity being accluding, but not limited to, the following:
(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
(b)	providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
(c)	using its best efforts to secure the ongoing, full, and truthful cooperation of the current and former directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to the anticompetitive activity being reported;
(d)	facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;
(e)	using its best effort to ensure that current and former directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
(f)	using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and
(g)	making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
representati cooperation, conditionall Program, as	corporate Leniency: Subject to verification of complete one in paragraph 1 above, and subject to its full, continuing and complete as described in paragraph 2 above, the Antitrust Division agrees y to accept into Part B of the Corporate Leniency explained in an Antitrust Division policy statement dated August 10, 1993 Pursuant to that policy, the Antitrust Division agrees not to bring any



and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and antitrust Division and and supersedes all prior understandings, if any, whether oral or written relating to the subject matter herein.
- 6. Authority and Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





# U. S. Department of Justice

Re:	
Antitrust Divisio	sets forth the terms and conditions of an agreement between the on of the United States Department of Justice and no connection with possible the conduct violative of Section 1 of the Sherman Act, 15 U.S.C. § 1, in the
	AGREEMENT
violative of the SI	desires to report to the Antitrust Division possible or other conduct represents to the at that, in connection with the anticompetitive activity being reported, it:
(a)	took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not a leader in, or originator of, the activity.
cooperation to the	ation: agrees to provide full, continuing and complete Antitrust Division in connection with the activity being reported, limited to, the following:
(a)	providing a full exposition of all facts known to relating to the reported activity;
(b)	providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control requested by the Antitrust Division, to the extent not already produced;

binding only upon the Antitrust Division, although, upon request of

Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that violated this Agreement, this Agreement shall be void, and the Antitrust Division may

the Antitrust Division revoke the conditional acceptance of security into the Corporate

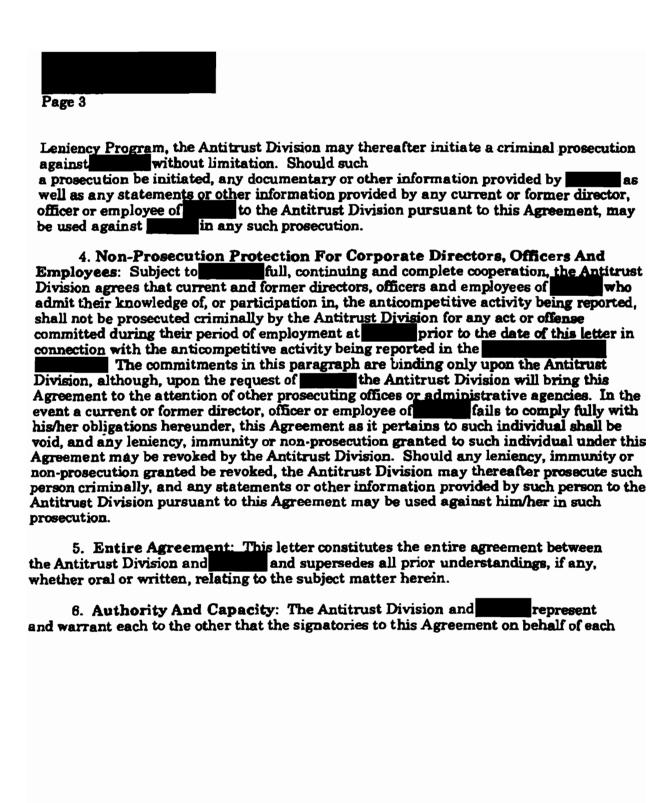
being reported in the

revoke the conditional acceptance of

the Antitrust

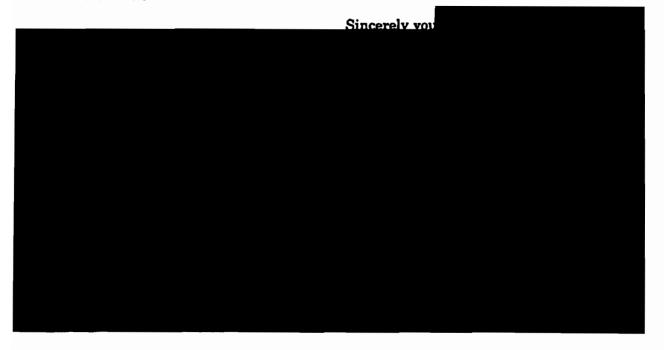
The commitments in this paragraph are

into the Corporate Leniency Program. Should



### Page 4

party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





# U.S. Department of Justice

Dear	Re:
and th	This letter confirms that  met all of the conditions of the Antitrust Division's  prate Leniency Policy and the Conditional Leniency Agreement between the Antitrust Division signed  Therefore,  many application is hereby granted.
	Sincerely,
cc	



# U.S. Department of Justice

Re:	
and the Conditional Leniency Agreement between	subsidiaries itrust Division's Corporate Leniency Policy and the Antitrust Division, dated
	application is hereby granted.
Therefore, leniency	



## U. S. Departmer f Justice

D	
Dear	
of the United State	ets forth the terms and conditions of an agreement between the Antitrust Division es Department of Justice and in
connection with po	he and the second secon
forth below. After	reement is conditional and depends upon satisfying the conditions set all of these conditions are met, the Division will notify the in writing that
	peen granted. It is further agreed that disclosures made by counsel for granted amnesty application will not constitute a waiver of the attorney-client privilege
or the work-product	privilege.
	AGREEMENT
	desires to report to the Antitrust Division possible er conduct violative of the Sherman Act in the "the anticompetitive activity being reported"). The represents to the hat, in connection with the anticompetitive activity being reported, it:
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2. Cooperate the Antitrust Division following:	ion: agrees to provide full, continuing and complete cooperation to in connection with the activity being reported, including, but not limited to, the
(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
'As used here	subsidiary

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of the and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.

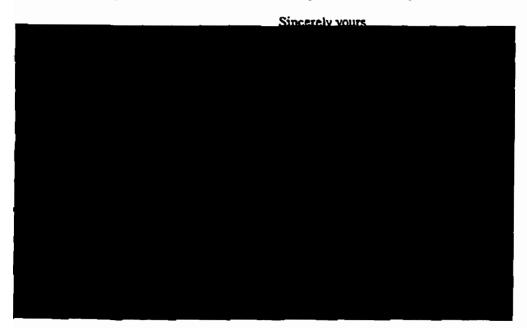
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initiated, any documentary or other information provided by	
	·

other information provided by any current director, officer or employee of the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

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  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States:
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

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Dear  This letter sets forth the terms and conditions of an agreement between the Antitrust Division of the United States Department of Justice and your clients, subsidiaries in connection with possible
or other conduct violative of Section 1 of the Sherman Act,  15 U.S.C. § 1, in the  This agreement is conditional and depends upon satisfying the conditions set forth below. After all of these conditions are met, the Division will notify in writing that the application has been granted. It is further agreed that disclosures made by counsel for the in furtherance of the amnesty application will not constitute a waiver of the attorney-client privilege or the work-product privilege.
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  - cooperation of the current and former directors, officers and employees of including and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
  - (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division at Expense;
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  - (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a

result of the anticompetitive activity being reported, in which was a participant.

3. Corporate Leniency: Subject to verification of representations in
paragraph 1 above, and subject to its full, continuing and complete cooperation, as
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Antitrust Division at any time determines that the has violated this Agreement,
this Agreement shall be void, and the Antitrust Division may revoke the conditional
acceptance of the into the Corporate Leniency Program. Should the Antitrust
Division revoke the conditional acceptance of the corporate Leniency
Program, the Antitrust Division may thereafter initiate a criminal prosecution
against without limitation. Should such a prosecution be initiated, any
documentary or other information provided by seems as well as any statements or
other information provided by any current and former director, officer or employee
of to the Antitrust Division pursuant to this Agreement, may be used against
in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers
  And Employees: Subject to full, continuing and complete cooperation, the
  Antitrust Division agrees that current and former directors, officers and employees
  of who admit their knowledge of, or participation in, and fully and truthfully
  cooperate with the Antitrust Division in its investigation of the anticompetitive
  activity being reported, shall not be prosecuted criminally by the Antitrust Division
  for any act or offense committed during their period of employment at prior to
  the date of this letter in connection with the anticompetitive activity being reported
  in the Such full and truthful cooperation
  shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;

- (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
- (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current and former director, officer or employee of the fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5.	The Un	ited States and		
have	8	concerning		
antitrust violations with respect to the	of			
This corporate leniency agreement is subject				
fulfillment of its obligations under the				
including, but not limited to,	, the			
the				

6. Entire Agreement: This letter and the constitute the entire agreement between the Antitrust Division and and supersede all prior understandings, if any, whether oral or written, relating to the subject matter herein.

7. Anthority And Capacity: The Antitrust Division and preparement and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





## U. S. Department of Justice

Dear				
		ets forth the terms and conditions of an agreement between the Antitrust		
connection w	ith pos			
15 U.S.C. § 1 This Agreem	ent is c	onditional and depends upon satisfying the conditions set forth below.		
has been gran	ted. It	nditions are met, the Division will notify that the application is further agreed that disclosures made by counsel for the infurtherance of		
product privil		tion will not constitute a waiver of the attorney-client privilege or the work-		
AGREEMENT				
or oth	ier con	desires to report to the Antitrust Division possible duct violative of the Sherman Act in the ("the anticompetitive activity being reported"). Intrust Division that, in connection with the anticompetitive activity being		
	(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and		
	<b>(b)</b>	did not coerce any other party to participate in the activity and was not the teader in, or the originator of, the anticompetitive activity being reported.		
		agrees to provide full, continuing and complete cooperation to the acconnection with the activity being reported, including, but not limited to, the		
	(a)	providing a full exposition of all facts known to anticompetitive activity being reported;		
1				

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current and former directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of preparesentations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that the has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of the into the Corporate Leniency Program. Should the Antitrust Division revoke the

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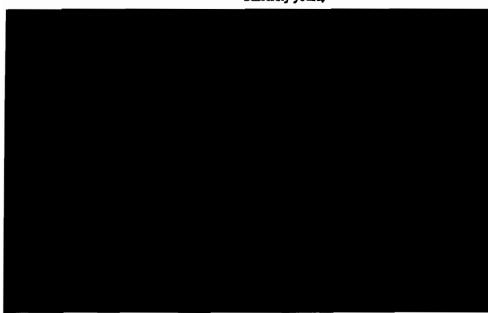
- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former directors, officers and employees of the who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at the prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

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pertains to such individual shall be void, and any lemency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Anthority And Capacity: The Antitrust Division and represent and warrant each to the other that the signaturies to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.







# U. S. Depart. at of Justice

Dear			
	ets forth the terms and condition Department of Justice and	ns of an agreement betw	een the Antitrust Division
in connection with p 15 U.S.C. § 1, in the	ossible or other co	Thi	ion 1 of the Sherman Act, s agreement is conditional
	he Division will notify agreed that disclosures made	in writing the	below. After all of these at the application has been in furtherance
	cation will not constitute a wa		
	AGREE	MENT	
	or other conduct violative of the anticompetitive activition that, in connection with the	he Sherman Act in the by being reported")	represents
(a)	took prompt and effective a activity being reported upon		
(b)	did not coerce any other par leader in, or the originator of		
2. Coopera cooperation to the Au not limited to, the fol	ntitrust Division in connection	rees to provide full, on with the activity being	continuing and complete g reported, including, but
(a)	providing a full exposition of the anticompetitive activity b		relating to
(b)	providing promptly, and with other items in its possession, by the Antitrust Division, to	custody or control, wh	erever located, requested

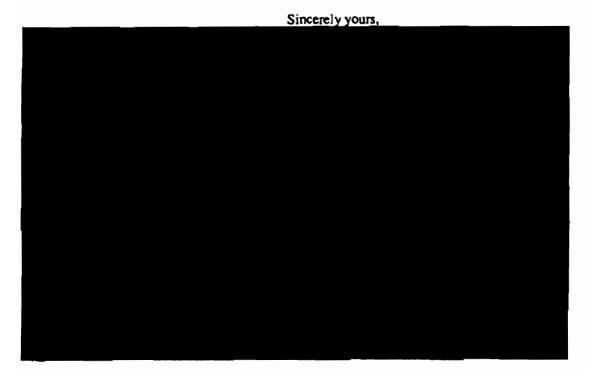
- using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part A of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that has violated this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current director, officer or employee of Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Directors, Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment apprior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States:
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

6. Authority And Capacity: The Antitrust Division and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.





## .U.S. Department of Justice

Antitrust Division

or other conduct or other federal offenses in or reported by  This agreement is conditions set forth below. Anotify	on with possible violative of Section connection with possible connection with ponditional and defer all of these of that the application of the section with the application of the section with the application of the section of the	n 1 of the Sherman a cossible anticompetitions are met, to attend and the grant conditions are met, to attend has been grant.	Act, 15 U.S.C. § 1, ive activity being satisfying the the Division will ted. It is further
agreed that disclosures mad amnesty application will no the work-product privilege.	t constitute a wai		erance of the lient privilege or
	AGREEM	ENT	
1. Representations: possible possible possible possible possible principle possible	t or other federal	offenses in connection	ther conduct on with possible to the Antitrust

- (a) took prompt and effective action to terminate its part in the activity upon discovery of the activity; and
- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the activity.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:
  - (a) providing a full exposition of all facts known to relating to the reported activity;

anticompetitive activity being reported by

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced:
- (c) using its best efforts to secure the complete, condid and truthful cooperation of its current and former directors, officers and employees, and encouraging such persons voluntarily to provide the Antitrust Division with any information relevant to possible conduct violative of 15 U.S.C. § 1 or other federal offenses in connection with possible
- (d) facilitating the ability of current and former directors, officers and employees to appear for such interviews or testimony as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division respond completely, candidly and truthfully to all questions asked in interviews, and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former directors, officers and employees who provide information to the Antitrust Division make no attempt either falsely to protect or falsely to implicate any person or entity; and

of of	Division, to pay restitution to find the conduct violative of 15 connection with possible anti-	U.S.C. § 1 or other federal	or orenses in
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representations complete cooperagrees condition Program, as ex 1993 (attached any criminal procommitted prior activity being remained. The condition of this Agreement agencies. If the violated this Agreement agencies. If the violated this Agreement into the reafter initial Should such a provided by by any current of Antitrust Division any such prosections.	to the attention of other per Antitrust Division at any preement, this Agreement is conditional acceptance of all the Antitrust Division reto the Corporate Leniency at a criminal prosecution are acciminal prosecution are acceptance as well as any storior former director, officer of ion pursuant to this Agreements.	d subject to its full, continued and 2 above, the Antitral into Part B of the Corpor vision policy statement data the Antitrust Division agree for any act or offense in connection with the antitrust Division with the Antitrust Division with the Antitrust Division agree the Antitrust Division of the Antitrust Division of the Antitrust Division of the Corporate, the Antitrust Division that the Corporate, the Antitrust Division of the Antitrust Division of the Corporate, the Antitrust Division of the Antitrust Division of the Antitrust Division of the Corporate, the Antitrust Division of the Corporate of the Cor	ust Division rate Leniency led August 10, rees not to bring it may have competitive the Antitrust don will bring histrative has trust Division orate Leniency ptance of vision may out limitation formation ation provided to the
4. Non-P Employees: St	resecution Protection F	or Corporate Directors , continuing and complete	
the Antitrust Di employees of fully and truthfi anticompetitive Antitrust Divisi employment at	ivision agrees that current who admit their ully cooperate with the An activity being reported, sh on for any act or offense co	and former directors, office knowledge of, or participal itrust Division in its investall not be prosecuted crimmitted during their periote of this letter in connect	ers and ation in, and stigation of the inally by the od of

(g) making all reasonable efforts, to the satisfaction of the Antitrust

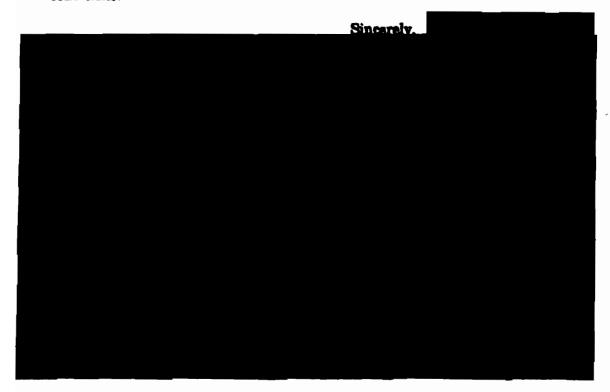
Such full and truthful cooperation shall include, but not be limited to: (a) making his relevant personal documents and records available in the United States to attorneys and agents of the United States; (b) making himself available in the United States to attorneys and agents of the United States for interviews: (c) responding fully and truthfully to all inquiries of the United States in connection with without falsely implicating any person or intentionally withholding any information: (d) otherwise giving the United States access to knowledge or information he may have relevant to and (e) When called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully, and under oath, subject to the penalties of perjury (18 U.S.C. § 1621) and making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), in connection with The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former director, officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-presecution

5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and processed and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.

granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.



# U. S. Department of Justice

# Antitrust Division

Dear	
Division of the Unite in connectic conduct violative of S conditions set forth b writing that the applie for in furtheran	s forth the terms and conditions of an agreement between the Antitrust d States Department of Justice and on with possible or other Section 1 of the Sherman Act, 15 U.S.C. § 1, in the This Agreement is conditional and depends upon satisfying the elow. After all of these conditions are met, the Division will notify in cation has been granted. It is further agreed that disclosures made by counsel ace of the amnesty application will not constitute a waiver of the attorney-work-product privilege.
	AGREEMENT
1. Represent	or other conduct violative of the Sherman Act in the ("the anticompetitive activity being reported").  trust Division that, in connection with the anticompetitive activity being
(a)	took prompt and effective action to terminate its part in the anticompetitive activity being reported upon discovery of the activity; and
(b)	did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
2. Cooperation Antitrust Division in following:	agrees to provide full, continuing and complete cooperation to the connection with the activity being reported, including, but not limited to, the
(a)	providing a full exposition of all facts known to relating to the anticompetitive activity being reported;

- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- using its best efforts to secure the ongoing, full and truthful cooperation of the current and former officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current and former officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current and former officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current and former officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- (g) making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which was a participant.
- 3. Corporate Leniency: Subject to verification of representations in paragraph 1 above, and subject to its full, continuing and complete cooperation, as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept into Part B of the Corporate Leniency Program, as explained in an Antitrust Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust Division agrees not to bring any criminal prosecution against for any act or offense it may have committed prior to the date of this letter in connection with the anticompetitive activity being reported. The commitments in this paragraph are binding only upon the Antitrust Division, although, upon request of Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. If the Antitrust Division at any time determines that this Agreement, this Agreement shall be void, and the Antitrust Division may revoke the conditional acceptance of into the Corporate Leniency Program. Should the Antitrust Division revoke the conditional acceptance of into the Corporate Leniency Program, the Antitrust Division may thereafter initiate a criminal prosecution against without limitation without limitation. Should such a prosecution be initiated, any documentary or other information provided by as well as any statements or other information provided by any current or former officer or

employee of to the Antitrust Division pursuant to this Agreement, may be used against in any such prosecution.

- 4. Non-Prosecution Protection For Corporate Officers And Employees: Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current and former officers and employees of who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed during their period of employment at prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current or former officer or employee of fails to comply fully with his/her obligations hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,





## U. S. Departmen Justice

#### **Antitrust Division**

Dear  This letter sets forth the terms a of the United States Department of June 1981 and 198	stice and	in	connection with
possible or other conduct v		f the Sherman Act, 15 is agreement is condition	
	satisfying the condition	ons set forth below.	After all of these
conditions are met, the Division will application has been granted. It is furt			writing that the
in furtherance of t	her agreed that discid he amnesty applicati	on will not constitute	a waiver of the
attorney-client privilege or the work-p			
	<u>AGREEMENT</u>		
1. Representations:		has reported to the A of the Sherman Act	in the
	("the anticom	mpetitive activity bein	g reported"). In
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in the A	intitrust Division,	at the	the
the Antitrust Division, to the		the	ηυσ
the and the represents to the Antitrust Division t reported, it:	hat, in connection w	ith the anticompetitive	e activity being
		erminate its part in the y of the activity; and	anticompetitive

- (b) did not coerce any other party to participate in the activity and was not the leader in, or the originator of, the anticompetitive activity being reported.
- 2. Cooperation: agrees to provide full, continuing and complete cooperation to the Antitrust Division in connection with the activity being reported, including, but not limited to, the following:

- (a) providing a full exposition of all facts known to relating to the anticompetitive activity being reported;
- (b) providing promptly, and without requirement of subpoena, all documents or other items in its possession, custody or control, wherever located, requested by the Antitrust Division, to the extent not already produced;
- (c) using its best efforts to secure the ongoing, full and truthful cooperation of the current directors, officers and employees of and encouraging such persons voluntarily to provide the Antitrust Division with any information they may have relevant to the anticompetitive activity being reported;
- (d) facilitating the ability of current directors, officers and employees to appear for such interviews or testimony in connection with the anticompetitive activity being reported as the Antitrust Division may require at the times and places designated by the Antitrust Division;
- (e) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported respond completely, candidly and truthfully to all questions asked in interviews and grand jury appearances and at trial;
- (f) using its best efforts to ensure that current directors, officers and employees who provide information to the Antitrust Division relevant to the anticompetitive activity being reported make no attempt either falsely to protect or falsely to implicate any person or entity; and
- making all reasonable efforts, to the satisfaction of the Antitrust Division, to pay restitution to any person or entity injured as a result of the anticompetitive activity being reported, in which participant.

3. Corporate Leniency: Subject to verification of
representations in paragraph I above, and subject to its full, continuing and complete cooperation,
as described in paragraph 2 above, the Antitrust Division agrees conditionally to accept
into Part A of the Corporate Leniency Program, as explained in an Antitrust
Division policy statement dated August 10, 1993 (attached). Pursuant to that policy, the Antitrust
Division agrees not to bring any criminal prosecution against
act or offense it may have committed prior to the date of this letter in connection with the
anticompetitive activity being reported. The commitments in this paragraph are binding only upon
the Antitrust Division, although, upon request of the Antitrust
Division will bring this Agreement to the attention of other prosecuting offices or administrative
agencies. If the Antitrust Division at any time determines that

violated this Agreement, this	Agreement shall be void, and the Antitu	ust Division may revoke the
conditional acceptance of	into the C	orporate Leniency Program.
	revoke the conditional acceptance of	into
the Corporate Leniency Prog	ram, the Antitrust Division may thereafter i	nitiate a criminal prosecution
against	without limitation. Should such	prosecution be initiated, any
documentary or other information	mation provided by	as well as any
statements or other informati	ion provided by any current or former din	
	to the Antitrust Division pursuant to t	his Agreement, may be used
against	in any such prosecution.	
	•	
4. Non-Prosecution	Protection For Corporate Directors,	Officers And Employees:
Subject to		ete cooperation, the Antitrust
Division agrees that current	directors, officers and employees of	
(including employees		who admit their knowledge

- Subject to full, continuing and complete cooperation, the Antitrust Division agrees that current directors, officers and employees of (including employees who admit their knowledge of, or participation in, and fully and truthfully cooperate with the Antitrust Division in its investigation of the anticompetitive activity being reported, shall not be prosecuted criminally by the Antitrust Division for any act or offense committed prior to the date of this letter in connection with the anticompetitive activity being reported. Such full and truthful cooperation shall include, but not be limited to:
  - (a) producing in the United States all documents and records, including personal documents and records, and other materials requested by attorneys and agents of the United States;
  - (b) making himself or herself available for interviews in the United States upon the request of attorneys and agents of the United States;
  - (c) responding fully and truthfully to all inquiries of the United States in connection with the anticompetitive activity being reported, without falsely implicating any person or intentionally withholding any information;
  - (d) otherwise voluntarily providing the United States with any materials or information, not requested in (a) (c) of this paragraph, that he or she may have relevant to the anticompetitive activity being reported; and
  - (e) when called upon to do so by the United States, testifying in trial and grand jury or other proceedings in the United States, fully, truthfully and under oath, subject to the penalties of perjury (18 U.S.C. § 1621), making false statements or declarations in grand jury or court proceedings (18 U.S.C. § 1623), contempt (18 U.S.C. §§ 401-402) and obstruction of justice (18 U.S.C. § 1503), in connection with the anticompetitive activity being reported.

The commitments in this paragraph are binding only upon the Antitrust Division, although, upon the request of the Antitrust Division will bring this Agreement to the attention of other prosecuting offices or administrative agencies. In the event a current director, officer or employee of fails to comply fully with his/her obligations

hereunder, this Agreement as it pertains to such individual shall be void, and any leniency, immunity or non-prosecution granted to such individual under this Agreement may be revoked by the Antitrust Division. Should any leniency, immunity or non-prosecution granted be revoked, the Antitrust Division may thereafter prosecute such person criminally, and any statements or other information provided by such person to the Antitrust Division pursuant to this Agreement may be used against him/her in such prosecution.

- 5. Entire Agreement: This letter constitutes the entire agreement between the Antitrust Division and and supersedes all prior understandings, if any, whether oral or written, relating to the subject matter herein.
- 6. Authority And Capacity: The Antitrust Division and represent and warrant each to the other that the signatories to this Agreement on behalf of each party hereto have all the authority and capacity necessary to execute this Agreement and to bind the respective parties hereto.

The signatories below acknowledge acceptance of the foregoing terms and conditions.

Sincerely yours,

